



CHAPTER 3:

Simplified Lease Acquisition

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1. Overview

The simplified lease acquisition model addresses a longstanding request from clients and the private sector for a quick and efficient method to conduct small lease acquisitions. A lease acquired under this acquisition method was previously referred to as a simplified lease acquisition threshold (SLAT) lease or "short form" lease. Those names have now been replaced with the term "simplified lease." The term "SLAT" is used only in conjunction with the monetary limit of this lease model, not for the lease model itself. This model is specifically for acquisitions with a net annual rent at or below the current threshold of \$150,000, or the threshold as amended by the General Services Administration Acquisition Manual (GSAM). This acquisition method applies to a large percentage of all lease transactions by number while encompassing a small percentage of the overall net annual rent and transacted square footage.

Using the simplified lease acquisition process for security level I and level II leases under the SLAT reduces the lease acquisition cycle time for small and less-complicated lease actions. It allows Leasing Specialists and Lease Contracting Officers to spend less time working on low-risk lease actions that have a minimal financial and square footage impact on the General Services Administration (GSA) portfolio, while increasing productivity and permitting the appropriate focus on large leases with a greater financial impact.

Success of this method assumes that GSA has received and accepted the client agency's requirements development package and that no changes can be made to the design postaward that could dramatically increase the time for delivering the space. In addition, it is important to use this model and its related lease documents as they are intended, without any significant deviations.

The simplified lease acquisition model is not appropriate for use with the following client agency requirements:

- If it is determined that client agency specific requirements are best satisfied by a build to suit or lease construction projection;
- If there is a need to make material changes to the existing clauses or paragraphs contained in the simplified lease documents;
- If client agency requirements for technical or complex buildout involve high security level factors (Interagency Security Committee 2008)¹.

2. Definitions (GSAM 570.102)

The term "simplified lease acquisition procedures" means the process for awarding leases at or below the SLAT.

¹ Executive Order 12977, Interagency Security Committee, October 19, 1995



The term "simplified lease acquisition threshold," or SLAT, means the simplified acquisition threshold (see Federal Acquisition Regulation 2.101) when applied to the average annual amount of rent for the term of the lease, including option periods and excluding the cost of services.

3. Purpose (GSAM 570.201)

The purpose of the simplified lease acquisition procedures for smaller leases is to reduce the time involved to evaluate and award these leases, while improving efficiency and economy, when acquiring small leasehold interests in real property. This acquisition method is designed for agencies that have flexibility in their design criteria and can accept the design and buildout of existing space capable of meeting their program of requirements in exchange for the savings of time and expense.

Several critical processes are outlined below that contribute to the success of the simplified lease acquisition model. The following elements are important to the overall process:

- Working with the client agency to develop a full requirements development package in preparation for a mandatory project orientation meeting.
- Using a comprehensive market survey report and related protocols to identify properties that meet the minimum requirements of the request for lease proposals to be solicited. The concept of "one and done" is an integral part of this process, as a lease can be awarded after receipt of initial offers.
- Awarding a lease based on a fully serviced, firm-fixed rental rate that incorporates a "turnkey" process—the total cost of client agency alterations determined preaward without accepting changes postaward, based on the requirements development package provided to the offerors.

4. Policy (GSAM 570.202)

Leasing Specialists and Lease Contracting Officers will use simplified lease acquisition procedures to the maximum extent practicable for actions at or below the SLAT.

5. Procedures (GSAM 570.203)

a. Acquisition Planning for Leases

Acquisition planning is required for all acquisitions; however, written acquisition plans are not required for acquisitions under the SLAT. While written acquisition plans are not required, some form of documentation is required. Regions have the flexibility to determine the format used and must file a copy of the documentation in the lease file. The Lease Contracting Officer is the approving official for leases **below** the SLAT; approving officials one level above the Lease Contracting Officer must approve leases **at or above** the SLAT. In addition, the Head of the Contracting Activity is the authorizing official to designate higher level approving officials for established thresholds. Acquisition planning and market research are required to promote full



and open competition and, in the absence of full and open competition, must obtain competition to the maximum extent practicable.

The purpose of acquisition planning is to ensure that the Government's needs are met in the most effective, economic, and efficient manner. Regions may use their own implementation procedures for acquisition planning for simplified leases provided the following criteria are met:

- The designated official for acquisition planning is a Lease Contracting Officer or one level above.
- Acquisition planning includes identification of client agency need (documented by the client agency-specific requirements development package). Consult with requirements and logistics personnel to determine the type, quality, quantity, and delivery requirements.
- Global Project Management (gPM) principles (when applicable) involves forming a team consisting of individuals responsible for significant aspects of the acquisition, such as contracting, fiscal, legal, and technical personnel.
- Milestone schedules define points at which key decisions must be made; consult with the Lease Contracting Officer whenever significant changes are required.
- Market data is required to establish the competitive range and budget estimates; identify any budget constraints (e.g., timeout and review process for expansion actions, the addition of new space to the inventory related to federal construction, or client agency reimbursable costs).
- Market challenges or contract risks occur when changes in market conditions affect supply and demand. Determine what efforts are planned to address market conditions and if the simplified lease acquisition model is the appropriate acquisition vehicle.
- Knowledge gained from prior acquisitions can be used to further refine requirements and acquisition strategies.

Technical experts and stakeholders are good sources of information when considering technical areas (Energy Star®, sustainability, fire and life safety, seismic); market conditions (location, transportation, parking); client agency mission (proximity to schools, colocation with other Government agencies); and other business areas that could impact the acquisition.

b. Market Research for Leases

Market research is best developed before the physical market survey phase of the lease acquisition process. Market research involves preliminary review of market rental information within the boundaries of the defined delineated area. Before conducting the physical market survey, the Leasing Specialist must become familiar with the local market by telephoning local brokers, reviewing manual or electronic listing files, and advertising (if necessary).

A cursory evaluation of market conditions can be highly detrimental to any negotiation effort or immediate lease award. Leasing Specialists must conduct the market research to ensure sufficient competition to the maximum extent practicable is achieved. Even if the market research is conducted by a broker, the Leasing Specialist must review the information to ensure locations under consideration are assessed for their location and ability to meet GSA standards and client agency-specific requirements. Market research must show rental costs typical of the area, as well as cost comparisons for major or similar buildings and space at various floor levels. Thorough market research is required in all lease acquisitions. In conducting market research, consider using the following tools and methods:

- Identify available buildings. Secure listings through circulars and newspaper advertisements; consult with realtors, brokers, managers, owners, postmasters, and other Government

- officials; and perform independent observations of buildings, newspaper articles, and broker or lessor advertisements.
- Use mailing lists. Oftentimes, regional offices maintain the names and addresses of prospective suppliers of space for lease to the Government and appropriate listings categorized by location, type, and quantity. Mail public notices, or solicitations for informal proposals, to addressees having available the type and quantity of space desired to be leased within the geographical area of acquisition. Do not purchase mailing lists from any source without Central Office approval.
 - Use real estate Web sites, such as CoStar®, LoopNet, and OfficeSpace.com to review market information.

6. Market Survey (GSAM 570.203-1)

The market survey is one of the most critical steps in an acquisition. Success of the simplified lease acquisition model depends upon client agency participation and the physical inspection and completion of a comprehensive market survey report to identify a list of properties qualified to meet the client agency's program of requirements as outlined under the request for lease proposals. A well-documented market survey can immediately identify a property for consideration. Although lease acquisition allows for contracting by negotiation, the simplified lease acquisition model emphasizes the concept of "one and done." GSA can award a lease after receiving initial offers if so stated in the request for lease proposals. With few exceptions, the market survey itself must be conducted with the client agency representatives present, and available space must be thoroughly inspected. The Leasing Specialist must complete a GSA Form 2991, Lease Market Survey for Existing Building, for each building visited.

If a building does not meet the minimum requirements, the form must specify the reasons (condition, price, location, inadequacy of handicapped facilities, etc.). The form must also demonstrate that the buildings solicited meet the minimum requirements of the request for lease proposals.

- Physical inspection. Inspect all available locations to screen for minimum requirements and acceptability under award factors; gather data concerning availability, quality, quantity, and use potential, with supporting photographs; and find out the probable cost of space.
- Client agency participation. Whenever feasible, invite representatives of the client agency for which leased space is being sought to accompany the leasing specialist on the physical inspection. It is preferable that a client agency representative with signatory authority be present.

Documenting the Survey

The Leasing Specialist must fully document the market survey using GSA Form 2991, Lease Market Survey for Existing Building, to provide a uniform, orderly, and systematic record. The form must be used for each property considered and inspected. The survey is an important part of the documentation on which an award is based. If a client agency wishes not to solicit a property that was viewed during the market survey and the property is able to satisfy its requirements development package, then it is imperative that the decision not to solicit has merit. If a property meets **or could meet** the requirements of the client agency, then it cannot be excluded. Section II of the market survey form must document the reasons for properties excluded from further consideration.



Depending on the size of the acquisition, photographic documentation may be essential to give the best evidence of existing inadequacies that may or may not be curable within the stated delivery date.

Prepare detailed notes on each property, commenting on eating facilities, parking facilities, proximity to public transportation, and other factors. Provide photographs of the neighborhood if the neighborhood environment factor is significant. Note that documentation of the market survey is used to identify acceptable properties, solicit an offer and award a lease. The market survey forms can also be used to obtain client agency concurrence on acceptable properties.

7. Competition (GSAM 570.203-2)

a. Competition in Contracting Act

GSA operates under the Competition in Contracting Act of 1984, which requires GSA to acquire supplies and services, including leased space, through the use of full and open competitive procedures. Leases that do not exceed the SLAT must seek competition as follows:

- Solicit at least three sources to promote competition to the maximum extent practicable. For repeated requirements of space in the same market, and if practicable, invite offers not included in the most recent solicitation.
- If Leasing Specialists solicit only one source, include documentation in the lease file to explain the lack of competition, (e.g., the Lease Contracting Officer has determined that the circumstances of the contract action determined that only one source is reasonably available).

b. Advertising and Public Notice

Advertising

Under the simplified lease acquisition model, advertising is not required for leases under 10,000 ANSI/BOMA office area (ABOA) square feet, but the Lease Contracting Officer can post a notice using the Federal Business Opportunities (FedBizOpps, or FBO) Web site at www.fedbizopps.gov and the combined FBO Advertisement/Procurement Summary template. The FedBizOpps Web site is a single Government-wide point of entry for Federal procurement opportunities of more than \$25,000.

The primary purpose of advertising and public notice is to alert and inform the public of Government space needs and to solicit the response of prospective suppliers of the required space in a manner that generates maximum practicable competition.

Information in the FBO Advertisement/Procurement Summary template can be attached to the front of the request for lease proposals and the lease itself. All lease acquisition methods require the completion of the procurement summary page. It summarizes the statement of requirements, provides estimated project dates, and identifies the designated Government points of contact for the lease acquisition. The information contained in the FBO Advertisement/Procurement Summary template can be used to summarize the lease award on FBO.

Paid advertising can be an effective tool, but it must be used with considerable judgment. No hard and fast rules exist as to when paid advertising is appropriate; however, some variables to



consider are the size of the community, delineated area, estimated buildout costs, and the amount of square footage.

8. Other Than Full and Open Competition

Under simplified lease acquisition procedures, a sole-source acquisition does not require a written Justification for Other than Full and Open Competition (Justification) to document and explain the lack of competition. However, the file must be documented to explain the lack of competition. It must be signed by a Lease Contracting Officer and added to the lease file. If the Leasing Specialist solicited at least three sources to promote competition and there is only one responsible offeror, a sole-source Justification is not required. However, if the Leasing Specialist solicited only one of three or more responsible sources, the Leasing Specialist must include documentation in the lease file stating that the Lease Contracting Officer has determined that the circumstances of the contract action deemed that only one responsible source is reasonably available.

Lease extensions and succeeding and superseding leases for the continued occupancy of leased space at an existing building under the SLAT are considered noncompetitive contracts that require file documentation. When the cost of a succeeding lease, a superseding lease, or an extension for the continued occupancy of space in a building does not exceed the SLAT, the Lease Contracting Officer must use simplified lease acquisition procedures and document the reasons for the absence of competition in the lease file. No additional file documentation or approvals above the lease contracting officer are required.

a. Extensions

Although some situations justify extending a lease, Lease Contracting Officers must not extend a lease without a good business reason. Lease extensions are short-term solutions that tend to increase the workload of leasing specialists; this workload is compounded and expanded exponentially as leases extended in prior years expire and add to the current year's expiring leases. Leasing Specialists and Lease Contracting Officers are encouraged to discuss the use of lease extensions with their supervisors.

b. Expansions

When an expansion requirement is determined to be within the general scope of the lease and does not cause the lease to exceed the SLAT, document the file to explain the lack of competition. A Justification is not required.

9. Soliciting Offers (GSAM 570.203-3)

a. Request for Lease Proposals

Under the simplified lease acquisition process, the solicitation for offers has been replaced by the request for lease proposals (RLP). The RLP contains information on the statement of requirements, what is expected of the prospective offeror, technical eligibility and preferences for award, how to offer, how its offer must be evaluated, and the method and



basis of award. As discussed under 9.b., Simplified Lease Package, it also incorporates certain solicitation provisions by reference.

The simplified lease acquisition model implements solicitation improvements by separating the solicitation process into a newly designed request for lease proposals. The model directly incorporates by reference all relevant GSA 3517, General Clauses.

The new simplified lease package consists of GSA Form L101-A, Simplified Request for Lease Proposals; GSA Form L201-A, Simplified Lease; the new GSA Form 1364A, Simplified Lease Proposal; and GSA Form 1364A-1, Simplified Lease Proposal Data, which are designed around the particular requirements for a simplified lease acquisition. The simplified lease package is designed to be used with no changes to the documents except as permitted by the blue text. The streamlined or standard models must be considered when client agency-specific requirements or market conditions result in major modifications to the simplified lease or the market analysis indicates a lease award would exceed the Interagency Security Committee's criteria for security level I and level II leases or result in a lease construction project.

The original GSA Form 1364, Proposal to Lease Space, has been redesigned to capture only information required for a simplified lease proposal. Under the simplified lease acquisition process, this document is entitled "Simplified Lease Proposal" and is designed to be incorporated into the lease itself as exhibit A.

GSA Form 1364A-1, Simplified Lease Proposal Data, is a checklist designed to address technical requirements as referenced in the RLP and proposed rental rate components required to satisfy GSA pricing requirements. The form is separate from the proposal itself and maintained in the lease file. It does not become an exhibit to the lease and may contain proprietary information that may often be protected from release under the Freedom of Information Act.

Both GSA Form 1364A and GSA Form 1364A-1 are to be completed by the offeror; prelease fire and life safety documents and seismic certification forms must accompany the offer. GSA Form 3518A, Representations and Certifications, remains a separate document that is critical to offeror representation and the Central Contractor Registration (CCR) process. Upon lease award the RLP ceases to be relevant, as it only applies to the solicitation phase of the project. It does not become a part of the lease itself. The RLP and other procurement documentation must be retained as a record of the acquisition according to the record retention order. Instruct offerors to review the proposed contract and be prepared to negotiate their best deal with their initial offer, as the Lease Contracting Officer is permitted to consider the initial offers as final offers if so stated in the RLP. Because the offeror may submit an offer by submitting executed lease documents, there is no need for an award letter.

b. Simplified Lease Package

The Lease Contracting Officer must solicit offers by giving each prospective offeror a simplified lease package that includes the following simplified lease documents:

- Combined FBO Advertisement/Procurement Summary page
- GSA Form L101-A, Simplified Request for Lease Proposals
- Client agency-specific requirements development package
- GSA Form 1364A, Simplified Lease Proposal
- GSA Form 1364A-1, Simplified Lease Proposal Data
- Fire and Life Safety form



- GSA Form L201-A, Simplified Lease
- GSA Form 3518A, Representations and Certifications

The lease includes all provisions and contract clauses required by FAR and GSAM. It also includes all of the sustainable and Energy Star® requirements (as applicable).

As necessary, review with prospective offerors the Government's requirements, pricing components, evaluation procedures, and instructions for submitting an offer.

Description of Requirements

The RLP states the type and amount of ABOA space and clearly defines office, storage, unique, or parking space requirements. When there is a necessity for contiguous space, or space on a specified number of contiguous floors, or space in a specific type of structure is required, the RLP must state so in clear, succinct terms.

The RLP must clearly state a specific amount of space in square feet (sq. ft.). If the Lease Contracting Officer believes that some tolerance is necessary, a "plus or minus" factor of up to a maximum of 5 percent is permissible.

Offerors must be advised that:

- They must offer space in terms of an annual ABOA cost distinguished by the types of space, rather than an overall monthly or per annum rate for combined types of space.
- GSA must make the evaluation of offered prices on the basis of the annual price per ABOA sq. ft., including any option periods, if solicited. The Government will perform present value price evaluation by reducing the prices per ABOA sq. ft. to a composite annual ABOA sq. ft. price.
- The Government must pay the lessor annual rent to be computed using the per sq. ft. rental rate for the firm term and the non-firm term (and, if applicable, corresponding per sq. ft. rental rates for other type of space) as referenced under Section II of GSA Form 1364A, Simplified Lease Proposal, and the actual rentable area delivered for measurement and acceptance by the Government.

c. Basis of Award

Simplified leases are awarded to responsible offerors based on the lowest price, technically acceptable basis. The best value tradeoff source selection process is inappropriate for simplified leases due to the time involved, the resources required, and the fact that these are low-risk leases. In some cases, a request for final proposal revisions may be required.

d. Date of Possession

The RLP must specify the delivery date for the premises—the beginning of the lease term. An offer that does not propose to meet the delivery date may be nonresponsive to the RLP and therefore rejected.

On occasion, the client agency has flexibility in when to move into their new space; nonetheless, clearly state an expected occupancy date as a requirement in both the RLP and on the procurement summary page/FedBizOpps advertisement. Either request delivery on a specific date or within a given number of days after award. The space acquired must meet minimum fire and life safety standards and accessibility standards stated in the most recent Architectural Barrier Act Accessibility Standards (ABAAS), and it must be properly maintained, operated, and obtained at a reasonable annual rental rate.



10. Negotiation, Evaluation, and Award (GSAM 570.203-4)

a. Negotiations

In the simplified lease approach, GSA can award a lease without negotiations, and it is at the discretion of the Lease Contracting Officer whether to do so. This is why it is important to convey to offerors that they must submit their best offer in the beginning, since there may be no negotiations and it could be their final offer. The lease file must include a detailed record of the negotiations where applicable (see subparagraph 10.c., Price Negotiation Memorandum, for more information).

Only Lease Contracting Officers have the authority to make an award based on initial offers and conclude the transaction in the field.

The offeror's submittal must include GSA Form 1364A, Simplified Lease Proposal, which becomes exhibit A to the lease, and GSA Form 1364A-1, Simplified Lease Proposal Data, which collects data for the individual price components for office and other types of space and is a checklist for technical requirements that may require additional documentation. The intent of GSA Form 1364A-1 is to document pricing components unique to client agency billing, not to capture the detailed data as in the GSA Form 1364A, and it does not become a part of the lease. Both of these documents capture all pricing components needed to evaluate, negotiate, and award a simplified lease. They are also both required for documenting the lease file, to demonstrate whether the proposed prices are fair and reasonable. Although this model is designed to be structured as a firm-fixed pricing procurement, it is still up to the Lease Contracting Officer or Leasing Specialist to determine that all aspects of the pricing the offeror submits are in the best interest of the Government and that the pricing is fair and reasonable. Negotiations may be necessary where such determination cannot be made on initial pricing.

b. Evaluating the Rental Rate

Lease Contracting Officers must evaluate the rental rate to determine that the final agreed upon price is fair and reasonable. The Lease Contracting Officer is responsible for price analysis using market research data used to set negotiation objectives, market survey reports, available appraisal information, or other relevant market research data.

The intent of the simplified lease acquisition model is to accelerate lease award and the delivery of services based on initial offers. Therefore the offeror's lease proposal must include a fully serviced, firm-fixed price rental rate that includes the cost for tenant improvements based on the requirements development package provided in the simplified lease package, shell rate, operating costs, and taxes. Leasing Specialists must strive to use the simplified lease documents as designed, with little or no modification.

Price analysis does not require the evaluation of rental rate components contained in the firm-fixed price rental rate; however, if offers fall outside the competitive range or if there is a lack of competition, then more detailed discussions or further analysis may be required. Consideration must be given to the evaluation of rental rate components for tenant improvements and related interest rates and amortization period; technical requirements such as Energy Star or fire and life safety requirements also must be addressed.



The new GSA Form L101-A, Simplified Request for Lease Proposals, and GSA Form L201-A, Simplified Lease, do not provide for Consumer Price Index (CPI) operating cost escalations or tax escalations. In exceptional cases, the Lease Contracting officer has discretion to add a CPI and tax escalation clause into the lease documents. Calculating annual CPI and tax escalations uses up time and resources that could be devoted to other tasks. For these reasons, knowledge of the market is essential when making a determination to escalate taxes and CPI. In most cases the simplified lease must be structured without an annual increase to the rental rate. The lease contracting officer may consider a percentage rent increase, of an annual CPI. The intent is to relieve both parties of the administrative burden in future years (such as the burden of collecting annual tax forms to determine the tax escalation).

To use the simplified lease acquisition process, advise the client agency from the onset that **no changes are allowed to the design of the space postaward**. The client agency is allowed to make up to three minor changes in design intent drawings, but only if they do not affect the agreed upon and accepted firm-fixed price for the tenant improvements. This restriction is to the client agency's advantage, by containing costs to a reasonable level. Since the client agency provided a full requirements development package before solicitation, design specifications are not an issue postaward. Adding on requirements postaward not only drives up the costs in reimbursable work authorizations, change order fees, and so on, but also uses up valuable buildout time.

c. Price Negotiation Memorandum

The Price Negotiation Memorandum (PNM) records the rationale for the award. It relates the history of the acquisition, including market survey results, negotiations where applicable, reasons for the building selection, and terms of the lease agreement. It becomes a part of the lease file and is subject to review and approval by the Lease Contracting Officer.

d. Scoring

If a lease qualifies as a simplified lease, regardless of the years of the term, the Lease Contracting Officer must confirm its operating lease status by reviewing and signing the Simplified Lease Scoring Memorandum (Attachment), which states that all applicable conditions have been met to qualify as an operating lease. No further action on the determination of operating lease status is required.

e. Award

Once the Leasing Specialist has identified one or more acceptable locations, he or she presents to each offeror the simplified lease package. This package could be delivered to offerors as early as when the market survey has been conducted. Offerors are to submit fully signed and initialed offer packages. After receiving and evaluating offers, the Lease Contracting Officer makes award to the responsible offeror who presents the lowest price technically acceptable offer. The Lease Contracting Officer executes the simplified lease documents, which are separate from the RLP and contain all contractual and enforceable aspects of the lease. The simplified lease documents consist of GSA Form 1364A (exhibit A); the client agency-specific requirements development package and related drawings (exhibit B); floor plans (exhibit C); and GSA Form 3518A, Representations and Certifications (exhibit D). The use of award letters has been eliminated. Award of the lease occurs upon the execution and mailing or otherwise furnishing notification of the execution.

The Leasing Specialist is responsible for ascertaining that the leased premises meet the requirements of the RLP and the lease, or that the lease includes amendments that reflect



actions the offeror must take to correct any deficiencies. If the lease is awarded in the field, the Lease Contracting Officer must inform unsuccessful offerors by telephone or in person of the Government's determination and the reasons why their space was not accepted. The Lease Contracting Officer must follow up the oral communication in writing within a reasonable amount of time.

f. Inspection

Whenever possible, the Lease Contracting Officer or designee performs the final inspection of space before occupancy. The lessor is responsible for providing a certificate of occupancy to the Lease Contracting Officer for inclusion in the lease file. If the local jurisdiction follows the International Building Code (IBC), the certificate of occupancy may substitute for the GSA fire safety inspection. In the absence of a certificate of occupancy for an IBC jurisdiction, consult with fire and life safety for guidance and add the documentation to the lease file accordingly. Stamped architectural drawings or independent verification from a licensed fire safety engineer may be considered as an appropriate substitute.

g. Acceptance

The final step in the simplified lease acquisition process is the acceptance of the space. Acceptance of the space is documented in a Lease Amendment in keeping with private sector practices instead of using a supplemental lease agreement.

11. Provisions and Clauses

The following forms are used in the simplified lease acquisition process:

- **Combined FBO Advertisement/Procurement Summary**—This form summarizes the statement of requirements, provides estimated project dates, and identifies the designated Government points of contact for the lease acquisition and is attached to the RLP to provide the basis for the solicitation and can be used for the FBO advertisement (as applicable).
- **GSA Form 1364A, Simplified Lease Proposal**—This form is redesigned for use only with simplified lease acquisitions and to become exhibit A to the lease as modified.
- **GSA Form 1364A-1, Simplified Lease Proposal Data**—This form is a checklist to be completed by the offeror to address technical requirements as referenced in the RLP. The form is not designed to become an exhibit to the lease, but a copy must be maintained in the lease file.
- **GSA Form 3518A, Representations and Certifications**—This form is used to provide offeror representation as an ongoing business concern and to certify basic information required for Government access and registration in Federal databases. The form is designed to become exhibit D to the lease.
- **GSA Form L101-A, Simplified Request for Lease Proposal**—This form replaces the former solicitation for offers. It provides the statement of requirements, what is expected of the prospective offeror, technical eligibility and preferences for award, how to offer, how the offer must be evaluated, and the method and basis of award. The RLP also describes the process of a GSA lease acquisition.
- **GSA Form L201-A, Simplified Lease**—This form is a legally binding document that applies only to security level I or level II space requirements. This document permanently replaces GSA Form 3626, U.S. Government Lease for Real Property (Short Form).

Attachment: Simplified Lease Scoring Memorandum

Memorandum for: The File

From: Lease Contracting Officer

Subject: Lease GS-xxx-xxxxx

Determination of Operating Lease Classification for
Simplified Lease

The Government intends to procure the above lease through the use of the Simplified Lease Acquisition Model for the period _____ through _____. This memorandum verifies that the lease has met the following conditions and can be classified as an operating lease as further defined in OMB Circular No. A-11, Appendix B. Having satisfied the criteria listed below, the "90 percent" scoring calculation is not required.

- Ownership of the asset will remain with the lessor during the term of the lease and is not transferred to the Government at, or shortly after, the end of the lease period.
- The lease does not contain a bargain-price purchase option.
- The lease extension term does not exceed 75 percent of the estimated economic life of the asset.
- The asset is a general-purpose asset rather than being for a special purpose of the Government and is not built to the unique specification of the Government as lessee.
- There is a private sector market for the asset.
- The project will not be constructed on Government land.
- There is no provision of Government financing and no explicit Government guarantee of third party financing.
- Risks of ownership of the asset remain with the lessor unless the Government was at fault for such losses.

GSA Lease Contracting Officer